

RESOLUTION NO. 2020-05

FILED
CITY CLERK

LAFAYETTE COMMON COUNCIL

2020 FEB 25 A 9:31

**A RESOLUTION DECLARING THE DESIGNATION OF CERTAIN REAL
ESTATE AS AN ECONOMIC REVITALIZATION AREA (ERA) AND
APPROVING THE APPLICATION FOR PROPERTY TAX ABATEMENT**

**SOUTHWIRE COMPANY, LLC
PERSONAL PROPERTY**

WHEREAS, IC 6-1.1-12.1 allows for a partial abatement of property taxes attributable to the redevelopment/rehabilitation of real property and/or installation of new personal property in an Economic Revitalization Area (ERA); and

WHEREAS, IC 6-1.1-12.1 empowers the Common Council to designate Economic Revitalization Areas (ERAs); and

WHEREAS, the Common Council has designated the Lafayette Redevelopment Commission as the agency to make preliminary investigations, determinations, and recommendations to the Common Council as to what areas should be designated Economic Revitalization Areas; and

WHEREAS, Southwire Company, LLC has requested the real estate named in Exhibit "A" be designated an Economic Revitalization Area for the purpose of achieving real and/or personal property tax savings, which request has been accompanied by an Application, Statement of Benefits dated January 29, 2020, and a Supplement to Statement of Benefits and other information set forth in said attachments included in Exhibit A; and

WHEREAS, Southwire Company, LLC has requested a deduction from the assessed value of such new manufacturing equipment installed pursuant to the Statement of Benefits over a period of seven (7) years in accordance with the following abatement schedule percentages:

Year	Percentage
1	100
2	85
3	71
4	57
5	43
6	29
7	14

WHEREAS, Southwire Company, LLC has agreed to enter into a Memorandum of Agreement (MOA) setting forth certain terms and understandings related to the approval of the deduction for tax abatement purposes, which MOA is attached hereto as Exhibit “B;” and

WHEREAS, on February 27, 2020, the Lafayette Redevelopment Commission recommended approval of the designation of the real estate described in Exhibit A as an Economic Revitalization Area and Statement of Benefits, Supplement to Statement of Benefits and Memorandum of Agreement through passage of Resolution No. LRC-2020-04;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE that:

1. The Common Council finds that
 - A. The subject real estate complies with the statutory criteria for an Economic Revitalization Area; and
 - B. The estimate of cost of installation of new manufacturing equipment is reasonable for projects of this nature; and
 - C. The estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the proposed installation of new manufacturing equipment; and
 - D. The estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the proposed installation of new manufacturing equipment; and
 - E. The tax base of the City of Lafayette and all relevant taxing districts can be reasonably expected to increase from the proposed installation of new manufacturing equipment; and
 - F. The total benefits are sufficient to justify the deduction.
2. The Common Council designates, finds, and establishes the subject real estate as an Economic Revitalization Area for the purpose of achieving real and/or personal property tax savings as permitted under IC 6-1.1-12-1, subject to final confirmation after public hearing.
3. The Economic Revitalization Area designation terminates ten (10) years after January 1, 2020.
4. Subject to final confirmation after public hearing, the Statement of Benefits filed January 29, 2020, and Supplement to Statement of Benefits are hereby approved.
5. Subject to final confirmation after public hearing, Southwire Company, LLC is entitled to the opportunity to apply for a property tax deduction for an increase in assessed value resulting from the installation of new


manufacturing equipment for a period of seven (7) years in accordance with the following schedule percentages:

Year	Percentage
1	100
2	85
3	71
4	57
5	43
6	29
7	14

6. That the attached Memorandum of Agreement (MOA) be approved and entered into by the Common Council.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA, on the 2nd day of March, 2020.

COMMON COUNCIL OF THE
CITY OF LAFAYETTE, INDIANA

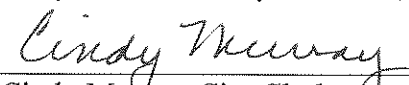


Nancy Nargi, President

ATTEST:



Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette this 2nd day of March, 2020.

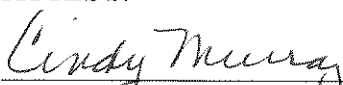


Cindy Murray, City Clerk

Signed and approved by me, the Mayor of the City of Lafayette, Indiana, this 2nd day of March, 2020.



Tony Roswarski, Mayor

ATTEST:


Cindy Murray, City Clerk

Sponsored by Tony Roswarski, Mayor

RESOLUTION NO. LRC-2020-04

LAFAYETTE REDEVELOPMENT COMMISSION

**A RESOLUTION RECOMMENDING DESIGNATION
OF AN ECONOMIC REVITALIZATION AREA
FOR TAX ABATEMENT AND
RECOMMENDING APPROVAL OF DEDUCTION FOR TAX ABATEMENT**

**SOUTHWIRE COMPANY, LLC
PERSONAL PROPERTY**

WHEREAS, I.C. 6-1.1-12.1 allows a partial abatement of property taxes attributable to the rehabilitation/redevelopment of real property and/or the installation of new tangible personal property in "Economic Revitalization Areas" (ERA); and

WHEREAS, I.C. 6-1.1-12.1 empowers the Common Council to designate Economic Revitalization Areas (ERA); and

WHEREAS, the Common Council of the City of Lafayette, Indiana has designated the Lafayette Redevelopment Commission as the agency to make preliminary investigations, determinations, and recommendations to said Common Council as to what areas should be designated Economic Revitalization Areas (ERA); and

WHEREAS, Southwire Company, LLC has requested certain real estate be designated as an Economic Revitalization Area (ERA) for the purpose of achieving real and/or personal property tax savings which request will be considered by the Common Council at its meetings on March 2, 2020 and April 1, 2020; and

WHEREAS, Southwire Company, LLC filed a Statement of Benefits dated January 29, 2020, and a Supplement to Statement of Benefits, requesting the approval of a deduction for the purposes of Tax Abatement in an Economic Revitalization Area (ERA) for a period of seven (7) years on personal property, which Statement of Benefits and Supplement are attached hereto as Exhibit "A"; and

WHEREAS, Southwire Company, LLC has requested a deduction from the assessed value of such new Manufacturing Equipment pursuant to the Statement of Benefits over a period of seven (7) years in accordance with the following abatement schedule percentages:

Year	Percentage
1	100
2	85

3	71
4	57
5	43
6	29
7	14

WHEREAS, Southwire Company, LLC has agreed to enter into a Memorandum of Agreement (MOA) setting forth certain terms and understandings related to the approval of the deduction for tax abatement purposes, which MOA is attached hereto as Exhibit “B”; and

WHEREAS, the applications for deduction for the purpose of tax abatement within an ERA meets the criteria for approval of a deduction for the purpose of tax abatement under IC 6-1.1-12.1;

NOW THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF LAFAYETTE that the following recommendations be made to the Common Council:

1. That the request of Southwire Company, LLC for the designation of an Economic Development Area (ERA) for the real estate described on Exhibit “C” be granted for a period of ten (10) years commencing January 1, 2020.
2. That the Application for deduction for the purposes of tax abatement meet the criteria for approval of a deduction for the purpose of tax abatement under IC 6-1.1-12.1 and, subject to the establishment of an Economic Revitalization Area (“ERA”) by the Common Council, Southwire Company, LLC be entitled the opportunity to apply for property tax deductions for the installation of new Manufacturing Equipment over a period of seven (7) years in accordance with the following abatement schedule percentages:

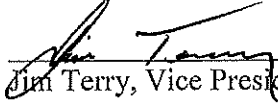
Year	Percentage
1	100
2	85
3	71
4	57
5	43
6	29
7	14

3. That the attached Memorandum of Agreement (MOA) be approved and entered into by the Common Council.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this
27th day of February, 2020.

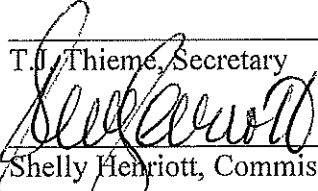
LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

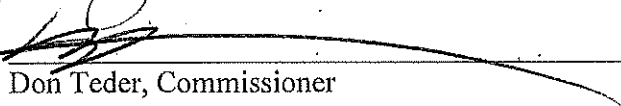


Jim Terry, Vice President

T.J. Thieme, Secretary



Shelly Henriott, Commissioner



Don Teder, Commissioner

ATTEST:



Dave Moulton

Randy Bond

EXHIBIT “A”

Statement of Benefits Personal Property Improvements (SB-1/Personal Property)

and

Supplement to Statement of Benefits – Real Estate & Personal Property

**STATEMENT OF BENEFITS
PERSONAL PROPERTY**

State Form 51764 (R4 / 11-15)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP**PRIVACY NOTICE**

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION								
Name of taxpayer Southwire Company, LLC			Name of contact person Bradley Bromich					
Address of taxpayer (number and street, city, state, and ZIP code) One Southwire Dr, Carrollton, GA 30119				Telephone number (770) 832-5443				
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT								
Name of designating body City of Lafayette, Indiana			Resolution number (s)					
Location of property 3400 Union Street, Lafayette, IN 47905			County Tippecanoe		DLGF taxing district number 004			
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) The proposed project would include a the installation of new manufacturing equipment costing approximately \$15,000,000 over the next 5 years.			ESTIMATED					
			START DATE			COMPLETION DATE		
			Manufacturing Equipment		03/01/2020	12/31/2024		
			R & D Equipment					
			Logist Dist Equipment					
IT Equipment								
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT								
Current number 159	Salaries \$7,639,632	Number retained 159	Salaries \$7,639,632	Number additional 10	Salaries \$480,480			
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT								
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values								
Plus estimated values of proposed project	15,000,000	6,000,000						
Less values of any property being replaced								
Net estimated values upon completion of project	15,000,000	6,000,000						
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
Estimated solid waste converted (pounds) _____			Estimated hazardous waste converted (pounds) _____					
Other benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of authorized representative 				Date signed (month, day, year) 1/29/20				
Printed name of authorized representative BRAD BROMICH				Title V.P. TAX				

EXHIBIT “A”

Boundary Map & Legal Description

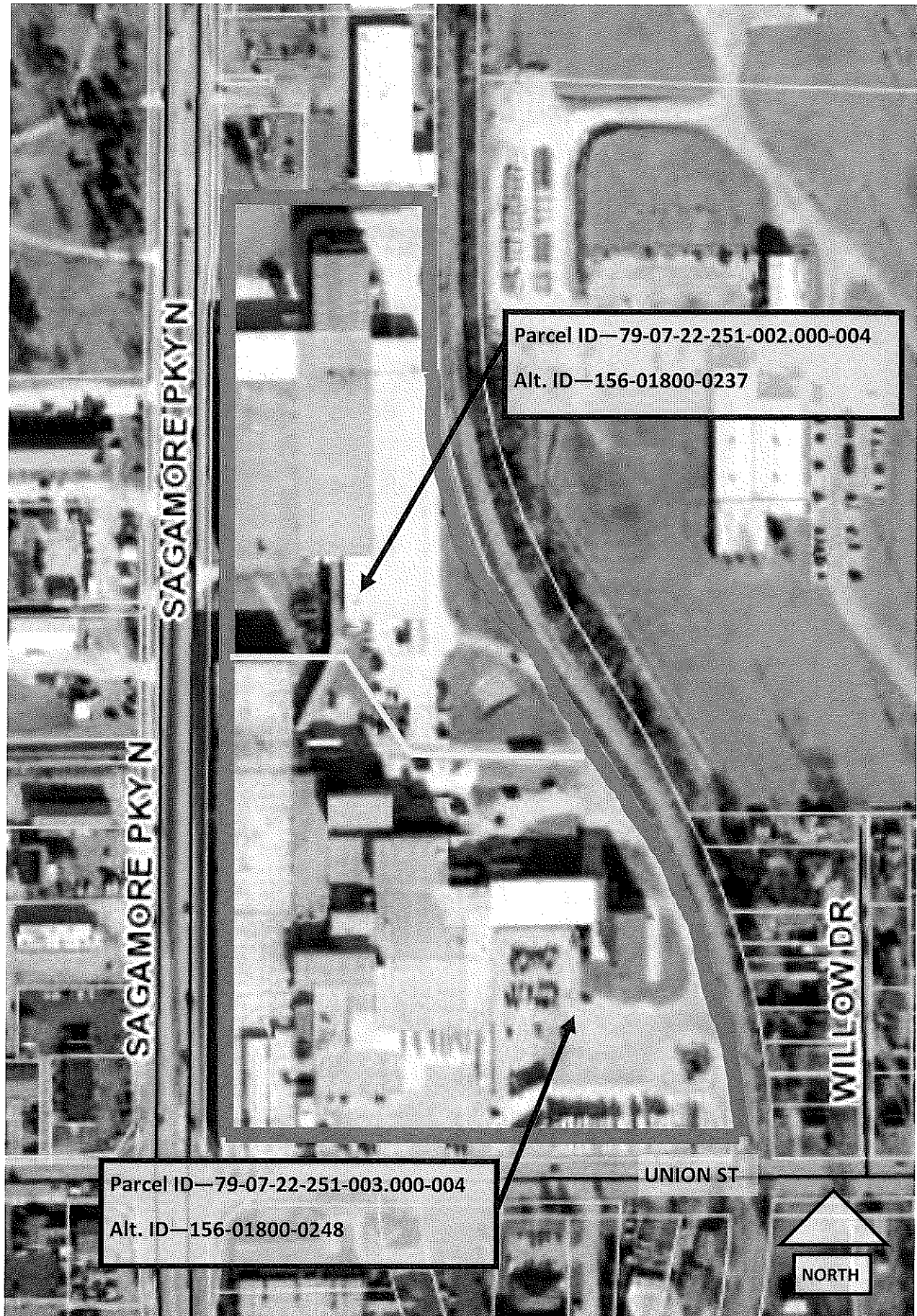
and

Statement of Benefits Personal Property Improvements (SB-1/Personal Property)

and

Supplement to Statement of Benefits – Real Estate & Personal Property

E.R.A. BOUNDARY MAP & LEGAL DESCRIPTION



03008804 03/05/2003 03:56pm
PAMELA K BERGLUND, TIPPECANOE COUNTY RECORDER

MAIL TAX BILLS TO:
1115 West Plymouth Street
Bremen, Indiana 46506

156-01800-0237
156-01800-0248

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That **ESSEX ELECTRIC INC.**, a Delaware corporation ("Grantor"), CONVEYS AND WARRANTS to **COPPERFIELD, LLC**, a Minnesota limited liability company ("Grantee"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, that certain real estate located in Tippecanoe County, Indiana, being more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property").

This conveyance is made and accepted subject to all matters (the "Permitted Encumbrances") set forth on Exhibit "B" attached hereto and made a part hereof.

Subject to the Permitted Encumbrances, Grantor covenants and warrants that the Property is free of any encumbrance made or suffered by Grantor and will forever defend the right and title to the Property unto the Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

The undersigned person executing this deed represents and certifies on behalf of the Grantor that the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the Property is situated; that the Grantor has fully corporate capacity to convey the Property; and that all necessary corporate action for the making of this conveyance has been duly taken.

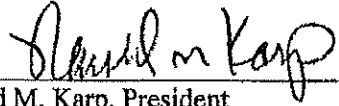
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

MAR 05 2003

[Signature]
AUDITOR OF TIPPECANOE CO.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 27th day of February, 2003.

ESSEX ELECTRIC INC., a Delaware corporation

By: 
Harold M. Karp, President

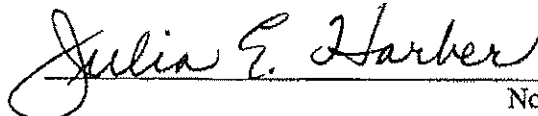
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared HAROLD M. KARP, the President of ESSEX ELECTRIC INC., a Delaware corporation, and acknowledged the execution of the foregoing deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of February, 2003.

My Commission Expires:




Notary Public

(Printed Name) JULIA E HARBER
A resident of NOTARY PUBLIC County, Indiana.
RESIDENT OF ALLEN COUNTY, IN
MY COMMISSION EXP. OCT. 22, 2009

THIS INSTRUMENT PREPARED by Jon A. Bomberger, Attorney at Law, Baker & Daniels, 111 East Wayne Street, Suite 800, Fort Wayne, Indiana 46802.

EXHIBIT A

Part of the West half of the Northeast Quarter of Section Twenty-two (22), Township Twenty-three (23) North, Range Four (4) West, in Fairfield Township, Tippecanoe County, Indiana, described as follows: Beginning at the center of Section Twenty-two (22), Township Twenty-three (23) North, Range Four (4) West; thence North on the West line of the Northeast Quarter of said Section 22 a distance of 898.55 feet to a point; (said point being the Southwest corner of a tract conveyed by Nopco Chemical Company, Grantor, to Essex Wire Corporation, Grantee, by Warranty Deed dated December 30, 1964, as appears in Deed Record 291, Page 535, of the Deed Records of Tippecanoe County, Indiana); thence North 89 degrees and 23 minutes East a distance of 265.29 feet; thence South 20 degrees and 47 minutes East a distance of 202.9 feet; thence North 89 degrees and 18 minutes East a distance of 353.03 feet to a point in the westerly right of way line of Lafayette Union Railway Company; thence in a Southeasterly direction along the curve of the westerly right of way line of the Lafayette Union Railway Company to a point 495 feet North and 810 feet East of the center line of said Section 22; thence continuing in a Southeasterly direction following the curve of the west right of way line of the Lafayette Union Railway Company, which curve is on the arc of a circle having a radius of 1,146 feet to the center line of said Section 22; thence West along the center line of said Section to the place of beginning.

EXCEPT such part of the above real estate and rights therein as is more particularly described in that portion of a quitclaim deed recorded May 27, 1968 in Deed Record 311, Page 84 in the Deed Records of Tippecanoe County, Indiana, from H.K. Porter Company, Inc., to the State of Indiana, as is described as follows:

A part of the Southwest Quarter of the Northeast quarter of Section 22, Township 23 North, Range 4 West, Tippecanoe County, Indiana, described as follows:

Beginning on a north line of the owner's land 898.55 feet (distance quoted from Deed Record 273, Page 626) Northerly (along the west line of said quarter-quarter section) and 53.96 feet Easterly (along said north line of the owner's land) from the southwest corner of said quarter-quarter section, which point of beginning is also on an east boundary of U.S.R. 52 By-Pass and 50.00 feet Easterly, measured at right angles, from the existing center line of said U.S.R. 52 By-Pass; (1) thence Easterly 11.41 feet along said north line of the owner's land; (2) thence South 0 degrees 23 minutes 00 seconds West 63.70 feet; (3) thence South 0 degrees 38 minutes 33 seconds East 205.82 feet; (4) thence Southerly 548.70 feet along an arc to the left and having a radius of 22,864.31 feet and subtended by a long chord having a bearing of South 0 degrees 32 minutes 04 seconds East and a length of 548.69 feet; (5) thence South 16 degrees 00 minutes 36 seconds East 58.71 feet to a point on a north boundary of Union Street; (6) thence North 18 degrees 34 minutes 57 seconds West 61.08 feet along a northeastern boundary of U.S.R. 52 By-Pass to an east boundary of said U.S.R. 52 By-Pass; (7) thence along said east boundary Northerly 419.60 feet along an arc to the right and having a radius of 214,809.17 feet and subtended by a long chord having a bearing of North 1 degree 05 minutes 21 seconds West and a length of 419.60 feet; (8) thence North 1 degree 02 minutes 00 seconds West 397.12 feet along said east boundary to the point of beginning and containing 0.121 acres, more or less.

ALSO: All those certain lots, tracts or parcels of land, together with the buildings thereon and the appurtenances thereto pertaining, hereinafter particularly described, situate, lying and being in the Township of Fairfield, Tippecanoe County and State of Indiana:

A part of the West half of the Northeast quarter of Section 22, Township 23 North, Range 4 West, in Fairfield Township, Tippecanoe County, Indiana, and described as follows:

Beginning at a point on the west line 898.55 feet north of the southwest corner of the northeast quarter of Section 22, said point being 3.31 feet west of the center line of the present pavement on U.S. 52 By-Pass;

thence North 89 degrees and 23 minutes East a distance of 265.29 feet; thence south 20 degrees and 47 minutes East a distance of 202.9 feet; thence North 89 degrees and 18 minutes East a distance of 353.03 feet to a point in the westerly right of way line of Lafayette Union Railroad Belt line; thence North 35 degrees and 29 minutes West along the Westerly right of way line of said railroad a distance of 122.4 feet; thence on a curve to the right having a radius of 985 feet for a distance of 557.1 feet; thence South 89 degrees and 32 minutes West a distance of 20.48 feet; thence North 0 degrees and 28 minutes West and on the Westerly right of way line of said railroad a distance of 1336.26 feet to a point on the north line of said northeast quarter; thence South 89 degrees and 37 minutes West along the north line of said northeast quarter a distance of 435.95 feet to the northwest corner of the northeast quarter of said Section 22, said point being at the intersection of the north line of Greenbush Road with the center line of the present pavement on U.S. 52 By-Pass; thence South 0 degrees and 55 minutes East along the west line of said northeast quarter a distance of 1769.6 feet to the place of beginning.

Containing 18.75 acres, more or less.

EXCEPTING FROM THE 18.75 acres the following:

A part of the northeast quarter of Section 22, Township 23 North, Range 4 West, City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Commencing at the northwest corner of the northeast quarter of said Section 22; thence north 89°37'00" East along the northern line of the northeast quarter of said section 22, 435.95 feet; thence south 0°28'00" East 81.54 feet to the point of beginning of this description; said point being further described as the intersection of the southern right of way line of Greenbush Street and the western right of way line of the Lafayette Union Railway; thence south 0°28'00" east along the western right of way line of the Lafayette Union Railway 1,009.00 feet; thence South 88°55'07" West 337.19 feet to the eastern right of way line of US 52; the next three calls traverse the eastern right of way line of US 52; thence North 0°23'00" east 555.50 feet; thence north 2°31'51" East 400.28 feet; thence north 24°05'27" east 63.61 feet to the southern right of way line of Greenbush Street; thence leaving the eastern right of way line of US 52 north 89°37'00" east along the southern right of way line of Greenbush Street 281.56 feet to the point of beginning, containing 7.55 acres, more or less.

ALSO EXCEPTING THEREFROM:

A part of the West half of the Northeast quarter of Section Twenty-two (22), Township Twenty-three (23) North, Range Four (4) West in Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at the intersection of the East right of way line of U.S. 52 By-Pass and a line parallel to and Fifty (50) feet South of the North line of said Northeast quarter of Section Twenty-two (22); thence East and parallel to said North line of the Northeast quarter of Section Twenty-two (22) a distance of 385.95 feet to the West right of way line of the Lafayette Union Railway Company; thence South 31.54 feet; thence West and parallel with said North line of the Northeast quarter of Section Twenty-two (22) 385.95 feet to a point on the East right of way line of U.S. By-Pass; thence North on said right of way line 31.54 feet to the place of beginning.

ALSO EXCEPTING THEREFROM:

A part of the West half of the Northeast quarter of Section 22, Township 23 North, Range 4 West, Tippecanoe County, Indiana, described as follows:

Beginning on the South line of the owner's land 898.55 feet (distance quoted from Deed Record 291, page 535) Northerly (along the West line of said half quarter quarter Section) and 53.96 feet Easterly (along said South line of the owner's land) from the Southwest corner of said half-quarter Section, which point of beginning is also on an East boundary of U.S.R. 52 By-Pass and 50.00 feet Easterly, measured at right angles, from the existing centerline of said U.S.R. By-Pass (1) thence North 01 degrees 02 minutes 00 seconds West 1,683.18 feet along said East boundary to a Southern boundary of said U.S.R. 52 By-Pass; (2) thence North 29 degrees 07 minutes 02 seconds East 3.53 feet along said Southeastern boundary to a South boundary of Greenbush Street; (3) thence North 89 degrees 26 minutes 00 seconds East 100.84

feet along said South boundary; (4) thence south 24 degrees 05 minutes 27 seconds West 62.18 feet; (5) thence South 2 degrees 31 minutes 51 seconds West 400.28 feet; (6) thence South 0 degrees 23 minutes 00 seconds West 700.00 feet; (7) thence South 11 degrees 41 minutes 36 seconds West 50.99 feet East; (8) thence South 0 degrees 23 minutes 00 seconds West 150.00 feet; (9) thence South 2 degrees 28 minutes 45 seconds East 100.12 feet; (10) thence South 0 degrees 23 minutes 00 seconds West 200.00 feet; (11) thence North 89 degrees 37 minutes 00 seconds West 4.50 feet; (12) thence South 0 degrees 23 minutes 00 seconds West 30.30 feet to a South line of the owner's land; (13) thence Westerly 11.41 feet along said South line to the point of beginning.

ALSO EXCEPT:

The Southern 30.00 feet of the land of Essex International, Inc., as described in Deed Record 70, Page 2519, in the Tippecanoe County Recorder's Office, and located in a part of the West Half of the Northeast Quarter of Section 22, Township 23 North, Range 4 West of the Second Principal Meridian in the City of Lafayette, Fairfield Township, Tippecanoe County, Indiana.

Containing 0.56 of an acre, more or less. The portion of the above described real estate which is not already encompassed within the apparent public right of way contains 0.09 of an acre, more or less.

EXHIBIT "B"

Permitted Encumbrances

1. The lien of real estate taxes for the year 2002, due and payable in May and November 2003, and all subsequent real estate taxes which are not yet due and payable.
2. Rights of way for drainage tiles, ditches, laterals and feeders, as delineated on the ALTA/ACSM Land Title Survey prepared for Essex Electric Company, Project No. 20030092-001 by Bock & Clark's National Surveyors Network dated February 25, 2003, and last revised February 27, 2003.
3. Rights of the public, the State of Indiana, and County of Tippecanoe, and the municipality in and to that part of the premises taken or used for road purposes as delineated on the ALTA/ACSM Land Title Survey prepared for Essex Electric Company, Project No. 20030092-001 by Bock & Clark's National Surveyors Network dated February 25, 2003, and last revised February 27, 2003.
4. Grant of Right of Way dated February 16, 1893, recorded September 16, 1893, in Deed Record 99, Page 533, from The Heinz Company, as Grantor, to The Lafayette Union Railway Company, as Grantee.
5. Grant of Electric Pole Line Easement, and incidental purposes, dated April 1, 1947, recorded June 13, 1947, in Deed Record 212, page 292, from Brown Rubber Co., Inc., as Grantor, to Public Service Company of Indiana, Inc., as Grantee.
6. Grant of Easement by Brown Rubber Company, Inc. to Nopco Chemical Company for the purpose of maintenance of six electric light poles and fixtures recorded June 30, 1961 in Deed Record 273, Page 628.
7. Permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility [to be known as U.S.R. 52 By-Pass and as Project U-74(48)] to and from the owner's abutting lands. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands. Set forth in a Quitclaim Deed from H.K. Porter Company Inc. to the State of Indiana dated March 18, 1968 and recorded May 27, 1968 in Record 311, page 84



STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R4 / 11-15)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION									
Name of taxpayer Southwire Company, LLC					Name of contact person Bradley Bromich				
Address of taxpayer (number and street, city, state, and ZIP code) One Southwire Dr, Carrollton, GA 30119							Telephone number (770) 832-5443		
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT									
Name of designating body City of Lafayette, Indiana					Resolution number (s)				
Location of property 3400 Union Street, Lafayette, IN 47905					County Tippecanoe		DLGF taxing district number 004		
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) The proposed project would include a the installation of new manufacturing equipment costing approximately \$15,000,000 over the next 5 years.					ESTIMATED				
							START DATE	COMPLETION DATE	
					Manufacturing Equipment		03/01/2020	12/31/2024	
					R & D Equipment				
					Logist Dist Equipment				
IT Equipment									
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT									
Current number 159		Salaries \$7,639,932		Number retained 159		Salaries \$7,639,932		Number additional 10	
								Salaries \$480,480	
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT									
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.		MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values									
Plus estimated values of proposed project		15,000,000	6,000,000						
Less values of any property being replaced									
Net estimated values upon completion of project		15,000,000	6,000,000						
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER									
Estimated solid waste converted (pounds) _____					Estimated hazardous waste converted (pounds) _____				
Other benefits:									
SECTION 6 TAXPAYER CERTIFICATION									
I hereby certify that the representations in this statement are true.									
Signature of authorized representative 							Date signed (month, day, year) 1/29/20		
Printed name of authorized representative BRAD BROMICH					Title V.P. TAX				

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed 10 calendar years * (see below). The date this designation expires is 12/31/2029. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.

B. The type of deduction that is allowed in the designated area is limited to:

1. Installation of new manufacturing equipment;
2. Installation of new research and development equipment;
3. Installation of new logistical distribution equipment;
4. Installation of new information technology equipment;

X Yes No ☐ Enhanced Abatement per IC 6-1.1-12.1-18
☐ Yes X No Check box if an enhanced abatement was
☐ Yes ☒ No approved for one or more of these types.
☐ Yes ☒ No

C. The amount of deduction applicable to new manufacturing equipment is limited to \$ 15,000,000 cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

☐ The amount of deduction applicable to new research and development equipment is limited to \$ NA cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ NA cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

F. The amount of deduction applicable to new information technology equipment is limited to \$ NA cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

G. Other limitations or conditions (specify) _____

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 6 ☐ Enhanced Abatement per IC 6-1.1-12.1-18
☐ Year 6 X Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10 Number of years approved: _____
 (Enter one to twenty (1-20) years; may not exceed twenty (20) years.)

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? X Yes ☐ No
 If yes, attach a copy of the abatement schedule to this form.

If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)

Telephone number

Date signed (month, day, year)

Printed name of authorized member of designating body

Name of designating body

Attested by: (signature and title of attester)

Printed name of attester

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

SUPPLEMENT TO STATEMENT OF BENEFITS Real Estate & Personal Property

INSTRUCTIONS:

1. This completed SUPPLEMENT and the completed STATEMENT OF BENEFITS, along with all other requested materials, must be submitted to Greater Lafayette Commerce.
2. This SUPPLEMENT TO STATEMENT OF BENEFITS is part of the total application, and the CERTIFICATION in the STATEMENT OF BENEFITS applies to all statements in the APPLICATION.

SECTION 1 APPLICANT

Name of Taxpayer: Southwire Company, LLC	
Address of Taxpayer (street and number, city, state & ZIP code): One Southwire Dr Carrollton, GA 30119	Telephone: (770) 832-5443 E-mail: www.southwire.com

Name of Applicant if different from Taxpayer:	
Address of Applicant if different from Taxpayer (street and number, city, state & ZIP code):	Telephone: E-mail:
Description of relationship of Applicant to Taxpayer:	

Contact for this Application: Dave Metz	
Address of Contact if different from Taxpayer (street and number, city, state & ZIP code): 3400 Union St., Lafayette, IN 47905	E-mail: dave.metz@southwire.com Telephone: 847-672-2572

Name of Parent Company (if any):

Does the company currently conduct business at this site?	Yes	<u> X </u>	No	
If "No", how is the site currently used?				

Annual Report & History of Company	
Company Certified Public Accountant: Ernst & Young	
Company Commercial Bankers: Bank of America, Bank of China Shenzhen, Bank of Montreal, Bank of North Georgia, BB&T, BBVA Bancomer	
CCB, HSBC, JP Morgan Chase, Northern Trust, Wells Fargo	
Company Counsel: Southwire in-house counsel	

To be completed by GLC Staff

Is this area currently designated as an Economic Revitalization Area?	Yes	No	
Has It ever been so designated in the past?	Yes	<u> X </u>	No
Is this property in a Tax Increment Finance (TIF) district (requires RD Commission Approval)?	Yes	<u> X </u>	No

SECTION 2 JURISDICTION & PURPOSE

Jurisdiction:	Lafayette	<input checked="" type="checkbox"/>	Purpose of Application:	Real Estate Tax Abatement -	<u>N/A</u> years
	West Lafayette	<input type="checkbox"/>		Personal Property Tax Abatement -	<u>7</u> years
	Tippacanoe	<input type="checkbox"/>			

Type of Industry:	
Research & Development	<input type="checkbox"/>
Manufacturing	<input checked="" type="checkbox"/>
Logistics	<input type="checkbox"/>
Information Technology	<input type="checkbox"/>
Other	Please specify: _____

Describe proposed project.

Southwire is North America's leading manufacturer of wire and cable used in distribution and transmission of electricity. Southwire employs over 7,500 full and part time employees globally. Locations throughout the United States, Mexico, Canada, Honduras, China, the UK and the Netherlands. In the United States, Southwire has over 30 manufacturing plants, 9 customer service centers and employs approximately 6,000 employees.

The Lafayette, IN facility currently employs 160 employees at its 395,000 square foot facility. The facility is currently competing against 35 other Southwire manufacturing plants for limited capital investment allocation. The proposed project is a modernization initiative to produce dependable, best-in-class products on which customers and end users may safely rely upon. The proposed project would include hiring over 10 new full-time employees and capital expenditures of approximately \$18,000,000 over the next 6 years. This proposed project would benefit the Lafayette facility to remain competitive from an internal and external perspective.

SECTION 3 PROPERTY DESCRIPTION

Assessor's Personal Property Key Number(s):	79-07-22-261-003,000-004
Location of Real Property (street and number, city, state & ZIP code):	
3400 Union Street Lafayette, IN 47906	
ATTACH LEGAL DESCRIPTION & PLAT MAP WITH LOCATION See attached	

SECTION 4 NATURE OF REAL ESTATE IMPROVEMENTS

Describe any Real Property Improvements:	
Size of facility to be constructed and/or renovated	N/A
Rehabilitation of existing structure(s), especially architecturally significant or historic structures	N/A
Demolition of architecturally significant or historic structure(s)	N/A
Estimated Investment	<u>N/A</u>

SECTION 5

PERSONAL PROPERTY

Type of Project:

Research & Development

Machinery & Equipment

Logistics

Information Technology

Other

X

Please specify:

Estimated Investment

\$15,000,000

APPLIES ONLY FOR THE CITY OF LAFAYETTE

Please note that all Personal Property tax abatements are subject to a Memorandum of Agreement that may require repayment of all or a portion of the tax savings realized in a designated ERA if it is terminated because the property is removed from the City of Lafayette by the applicant. Please contact the City of Lafayette Economic Department for details.

SECTION 6

EMPLOYMENT

How many do you employ today?

159

How many will you employ after the project is complete?

169

How many jobs will be created?

10

Full-time

0 Part-time

How many jobs are retained?

159

Full-time

0 Part-time

How many jobs will be eliminated?

0

Full-time

0 Part-time

Will any of the new positions be temporary or filled by contract employees?

Yes

No

X

If "Yes", describe the contract:

Will new employees be hired from the Tippecanoe region?

Yes

X

No

If any positions are to be eliminated, please explain the circumstances and if any of the employees from these positions will be eligible for the new positions.

N/A

How many additional employees are:

	Number	Hourly Average
Production	10	\$23.10
Administrative		
Management		
Professional/		
Technical		
Other		
Total/		
Average Wage	10	\$23.10

How many retained employees are:

	Number	Hourly Average
Production	159	\$23.10
Administrative		
Management		
Professional/		
Technical		
Other		
Total/		
Average Wage	159	\$23.10

What is the anticipated time frame for reaching full employment and the salary goals, per SB-1, from completion of improvement?

Year	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	> 5
Employment	161	163	165	167	169	
Salary	\$ 48,048	\$ 48,048	\$ 48,048	\$ 48,048	\$ 48,048	

IF GREATER THAN FIVE YEARS PROVIDE DETIALED TIMETABLE

Does the company provide benefits to full time employees?		Yes	<u>X</u>	No	<u> </u>
If "Yes", explain and list:					
Health Insurance	<u> </u>	60 % paid			
Life Insurance	<u> </u>	100 % paid			
Disability	<u> </u>	50 % paid			
Childcare	<u> </u>	0 % paid			
Vacation	<u> </u>	10 min. # of days			
Retirement	<u> </u>	1.5 % paid			
Other	<u> </u>	% paid			

To be completed by GLC Staff.

Is the average wage at or above the Tippecanoe County average?	Yes	<u>X</u>	No	<u> </u>
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SECTION 7	IMPACTS & STATUS
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Please estimate the % of your products or services sold outside this 8-county economic region?	<u> </u>	99 %
--	---------------	------

Does the applicant supply any local firms?	Yes	<u> </u>	No	<u> </u>
If yes, please list:				

Will any additional public utilities, city services or other infrastructure be required by this project?	Yes	<u> </u>	No	<u>X</u>
If "Yes", explain:				

Will any environmental permits be needed?	Yes	<u> </u>	No	<u>X</u>
If "Yes", explain:				

Current Zoning	<u> </u>
Will any changes, special exceptions be required?	Yes <u> </u> No <u>X</u>
Have they been approved?	Yes <u> </u> No <u> </u> N/A <u>X</u>

Has the applicant or any predecessor of the applicant defaulted in any material respect the performance of financial obligations by the applicant?	Yes <u> </u> No <u>X</u>
--	-------------------------------

Is there any pending litigation materially affecting the applicant?	Yes <u> </u> No <u>X</u>
If "Yes", please describe giving procedural posture of the case(s):	

Are there any restrictions contained in the applicant's Articles or Certificate of Incorporation, Charter, Bylaws, Code of Regulations or any agreements to which the applicant is a party that could affect the applicant's ability to engage in this project?

Yes

No

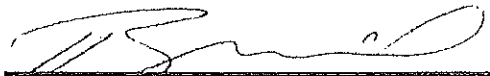
X

If "Yes", explain:

SECTION 8

AFFIRMATION OF TAX PAYMENTS

I affirm that the applicant is current with all local, state, and federal tax obligations and understand that failure to have paid said taxes in a timely manner may render the applicant, during the course of this tax abatement, noncompliant and, therefore, ineligible for tax abatement.


Signature

1/29/20
Date

BRAD BROMICH
Name Printed

V.P. TAX
Title

BRADLEY.BROMICH@SOUTHWIRE.COM
E-mail

770-832-5443
Phone

EXHIBIT B
CITY OF LAFAYETTE, INDIANA
MEMORANDUM OF AGREEMENT
SOUTHWIRE COMPANY, LLC

This Memorandum of Agreement (“Agreement”) is dated this 27th day of February, and serves as the confirmation of the commitment by Southwire Company, LLC (the “Applicant”), to comply with the project description and job creation and retention (and associated wage rates and salaries) figures contained in its designation application; Statement of Benefits; Supplement to Statement of Benefits; Resolution No. LRC-2020-04, a resolution of the Lafayette Redevelopment Commission (“Commission”); Resolution No. 2020-05 and Resolution No. 2020-___, adopted by the Lafayette Common Council (“Council”); and this Agreement (“Commitments”).

Section 1. Grant of Abatement.

Subject to the adoption of the deduction approval Resolution by the Council, the City of Lafayette, Indiana (“City”) commits to providing a seven (7) - year personal property tax abatement based on the scale below for the Applicant’s capital expenditures of approximately fifteen million (\$15,000,000) dollars for new manufacturing equipment, approved as part of the Commitments. The Applicant shall assume responsibility for the redevelopment and the installation of the new manufacturing equipment and for compliance with the Statement of Benefits. The project will create ten (10) full-time, permanent positions, retain one hundred and fifty-nine (159) existing full-time, permanent positions, and create zero (0) full-time variable positions, aside from those created or retained through the construction phase of the project. The capital expenditures for the Project shall occur no later than the estimated completion date of 12/31/2024 for manufacturing equipment installation as contained in the Statement of Benefits Form (“Completion Date”).

Year	Percentage
1	100
2	85
3	71
4	57
5	43
6	29
7	14

Section 2. Annual Information.

During the term of the tax abatement and for a period of two (2) years thereafter, the City or its authorized agent may annually request information from the Applicant concerning the nature of the Project and the approved capital expenditures for the Project and the Applicant shall provide the City with adequate written evidence thereof within 45 days of such request ("Annual Survey"). The City shall utilize this information and the information required to be filed by the Applicant in the CF-1 Compliance with the Statement of Benefits form to verify that the Applicant has complied with the commitments contained in the Commitments at all times after the Commitment Date and during the duration of the tax abatement. The applicant further agrees to provide the City with such additional information requested by the City related to the information provided in the Annual Survey and the CF-1 form within a reasonable time following any such request.

Section 3. Termination.

A. Right to Terminate. The City, by and through the Council, after recommendation by the Commission, reserves the right to terminate the personal property tax abatement deduction if it determines that the Applicant has not made reasonable efforts to substantially comply with all of the Commitments and the Applicant's failure to substantially comply with the Commitments was not due to factors beyond its control.

B. Factors Beyond Control. As used in this Agreement, factors beyond the control of the Applicant shall only include factors not reasonably foreseeable at the time of the designation application and submission of Statement of Benefits which are not caused by any act or omission of the Applicant and which materially and adversely affect the ability of the Applicant to substantially comply with the Agreement. New technological developments and process improvements may also be included as factors beyond of the control of the applicant.

C. Repayment Upon Termination: Pursuant to Resolution 2004-22 if the new manufacturing equipment is removed from the City of Lafayette before the expiration of the term of the abatement, and the City terminates the personal property tax abatement, the City may require the Applicant to repay all or a pro-rated portion of the personal property tax abatement savings received through the date of such termination.

D. Notice of Termination and Repayment. In the event that the City determines that the tax abatement deductions should be terminated or that all or a pro-rated portion of the tax abatement savings should be repaid, it will give the Applicant notice of such determination, including a written statement calculating the amount due from the Applicant, and will provide the Applicant with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax benefits repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have ninety (90) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax benefits repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or tax benefits repayment action is proper, the Applicant shall be provided with written notice and a hearing before the Council before any final action shall be taken terminating the abatement and/or requiring repayment of tax benefits. If the Council adopts a Resolution terminating the tax abatement and/or requiring repayment of tax benefits, the Applicant shall be entitled to appeal that determination to a Tippecanoe County Superior or Circuit Court.

E. Time of Repayment. In the event that the City requires repayment or partial payment of the tax abatement benefits as provided hereunder, it shall provide Applicant with a written statement calculating the amount due (“Statement”), and the Applicant shall make such repayment to the City within ninety (90) days of the date of delivery of the Statement, unless such repayment has been stayed pending an appeal. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorneys fees incurred in the enforcement and collection of the tax abatement savings required to be repaid hereunder.

Section 4. Use of Local Suppliers and Contractors for Project and Local Persons to Fill Positions Created by Project.

The Applicant agrees to make a meaningful, good-faith effort to use local suppliers, and local contractors for the Project.

Local suppliers and local contractors are defined as contractors and suppliers that are primarily engaged, reside in or have their principal office in Tippecanoe County or employ a significant number of residents of the City of Lafayette.

Additionally, applicant agrees to make a meaningful, good-faith effort to hire qualified individuals who are residents of the City of Lafayette for the new positions that will be created by the Project.

Section 5. General Provisions.

A. This Agreement contains the entire understanding between the City and the Applicant with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, and conditions, expressed or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by the City and Applicant. The Applicant understands that any and all filings required to be made or actions required to be taken to initiate or maintain the tax abatement are solely the responsibility of the Applicant.

B. Neither the failure nor any delay on the part of the City to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

C. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana, without regard to conflict of law principles.

D. The Applicant hereby irrevocably consents to the jurisdiction of the Courts of the State of Indiana and of the Tippecanoe County Circuit or Superior Court in connection with any action or proceeding arising out of or relating to this Agreement or any documents or instrument delivered with respect to any of the obligations hereunder, and any action relating to this Agreement or any documents or instruments delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County and in such Court.

E. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

If to Applicant: Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119
Attn: Bradley Bromich,
Vice President Tax

Copy to: Southwire Company, LLC
3400 Union Street

Lafayette, IN 47905
Attn: David Metz,
Plant Manager

If to City: City of Lafayette, Indiana
515 Columbia Street
Lafayette, Indiana 47901
Attn: Dennis H. Carson,
Director, Economic Development

F. This Agreement shall be binding upon and inure to the benefit of the City and the Applicant and their successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he or she has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of such party.

H. The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

I. No official, director, officer, employee or agent of the City shall be charged personally by the Applicant, its employees or agents with any liabilities or expenses of defense or be held personally liable to the Applicant under any term or provision of this Agreement or because of the execution by such party of this Agreement or because of any default by such party hereunder.

J. The Parties hereto agree to treat, and to cause their respective directors, officers, employees and agents to treat, as strictly confidential to the fullest extent

permitted by law (including the Federal Freedom of Information Act, and any counterpart Indiana statutes), the contents of this Agreement and all attachments hereto, all documents executed in connection herewith and all information provided by or to the Parties in connection herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Applicant

City

Southwire Company, LLC

City of Lafayette, Indiana

By: 
Bradley Bromich

By: 
Nancy Nargi, Common Council

Printed: BRAD BROMICH
Title, Vice President Tax

Attest: 
Cindy Murray, City Clerk